

SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

WHEREAS, Boeing Realty Corporation, a California corporation, as seller ("Seller") and Buffalo Properties, Inc., a Texas corporation, as buyer ("Buyer") entered into that certain Agreement for Purchase of Real Property and Escrow Instructions dated as of November 8, 1999, and that certain First Amendment thereto ("First Amendment") dated as of December 9, 1999 (collectively, the "Agreement");

WHEREAS, Buyer desires to remove certain contingencies in favor of Buyer under the Agreement, and Buyer and Seller desire to modify the Agreement to reflect additional gross square footage in the area of the Property and the resultant increase in the Purchase Price under the Agreement, on the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) ascribed to same under the Agreement.
2. Buyer hereby removes (and acknowledges satisfaction of) its condition precedent to Closing under First Amendment paragraph 3(b), and Buyer hereby waives its condition precedent to Closing under First Amendment paragraph 3(a). Seller shall remove the well described in paragraph 3(b) of the First Amendment (which well is actually labelled well BL-8) after the Closing Date (at Seller's sole expense) on or before seven (7) calendar days after the Closing Date. Buyer and Seller agree that the Closing Date shall be January 14, 2000.

3. Buyer and Seller acknowledge and agree that the gross area of the Property is 425,891 square feet, and that therefore the Purchase Price under Agreement paragraph 3.1 shall be \$6,175,419.50 (i.e., 425,891 gross square feet times \$14.50 per gross square foot of area).

4. Except as expressly modified hereby, each, every and all terms and conditions of the Agreement shall continue in full force and effect. In the event of any express conflict between the terms of the Agreement and the terms hereof, the terms hereof shall prevail.

Dated as of January 11, 2000

SELLER:

BOEING REALTY CORPORATION, a
California corporation

By 

Its

PHILIP W. CYBURT
PRESIDENT

BUYER:

BUFFALO PROPERTIES, INC., a Texas
corporation

By 

Its

President